

Application Serial No. 10/537,428

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Remarks/Arguments

Claims 1-29 are pending in this application.

The Examiner has rejected claims 1-29 (rather than just claims 1-16, as indicated on page 4 of the Office Action) under 35 USC 102(c) as anticipated by US 2002/0112078 A1 to Yach. The Applicant respectfully traverses these rejections on the basis that Yach does not describe all of the limitations of these claims, as alleged.

As recited in MPEP 2131, a claim is anticipated "only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). [emphasis added]

The Applicant respectfully submits that the rejection of claim 1 fails to meet the above-noted requirements because certain claim limitations do not appear in the Yach reference. In particular, the same feature of Yach is improperly relied upon as showing two distinct limitations of claim 1, as follows.

From the Office Action, page 4, it is clear that the "representation of a text file" feature is considered to be shown in Yach by whatever "WWW content" is ultimately received at the client device. According to the abstract of Yach, excerpted below, this content takes the form of a "virtual machine language program" into which the WWW content is translated:

"... A translation component receives the information from the host system and translates the information from a plurality of content types into a virtual machine language program. The virtual machine language

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program is then transmitted to the client device, which executes the virtual machine language program in order to display and interact with the information." [emphasis added]

From Yach para. 0007, it can be seen that the term "virtual machine program" is used interchangeably with "virtual machine language program". Accordingly, based on the above, it is clear that the claim 1 limitation "representation of a text file" is considered to be shown by Yach's "virtual machine language program" (or "virtual machine program"), which constitutes the translated content transmitted to the client device.

However, it is also stated in the Office Action that Yach's disclosure of "receiving program directly from file explorer..." as disclosed in Fig. 3 and para. 0047 of that reference shows the claim 1 feature "receiving data from said application" (see page 4 of the Office Action). The Examiner's reference to a "program" is understood to be an abbreviation of the term "VM program" from Yach paragraph 0047. Accordingly, the Examiner's position is that the claim limitation "data from said application" is also disclosed by Yach's "virtual machine program".

Yet the "virtual machine program" limitation has already been relied upon as purportedly showing the distinct claim 1 feature "representation of a text file". It is not open to the Examiner to "re-use" the same feature of Yach as the basis for a purported disclosure of a distinct feature of the same claim. Accordingly, it is submitted that the Examiner has not in fact met the above-noted tests for anticipation, as required. Withdrawal of the rejection of claim 1 under 35 USC 102(c) is therefore requested.

The Applicant also notes that, in rejecting claim 1, the Examiner suggests, at page 4 of the Office Action, that the "web browser application" referred to in para. 0002 of Yach constitutes the "application" of claim 1. Yet, para. 0002 specifically states that the invention of Yach is effected "without the need for a traditional web browser application (or some other form of content interpretation application) operating at the client machine." Moreover, there is no "web browser" at the host device. Accordingly, the

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Applicant fails to appreciate how something that not shown in either of the host device or the client device of Yach can possibly be relied upon as showing a claim feature. To the extent that the Examiner maintains this suggestion in a future office action, clarification is requested.

Regarding claim 15, the anticipation rejection is vague as to which features of Yach purportedly disclose each claim limitation. For example, if Yach's "virtual machine language program" purportedly discloses the "virtual machine software" limitation of claim 15, as seems to be alleged at page 7, lines 2-5 of the Office Action, then it is unclear what discloses the "text file" limitation (claim 15, lines 6, 8 and 10). As noted above, the same feature of Yach cannot be relied upon to show two distinct claim limitations.

Furthermore, the Examiner's suggestion that Yach's "VM interpreter" constitutes the "parser" of claim 15 (Office Action, page 7, line 6) evidences a fundamental flaw in the Examiner's reasoning, as follows. It is clear that the "parser" element is recited in claim 15 as "comprising" the "virtual machine software". Accordingly, if Yach's "virtual machine language program" is taken to show the "virtual machine software" limitation, as the Examiner apparently suggests (see above), then whatever in Yach purportedly discloses the "parser" limitation would need to comprise the virtual machine language program of Yach in order for claim 15 to be anticipated. As noted above, the Examiner has suggested that the "VM interpreter" of Yach is the parser. Yet, there is no evidence in Yach that the VM interpreter "comprises" any part of the "virtual machine language program". To the contrary, a VM interpreter is conventionally a separate entity from that which is interpreted. Accordingly, it is unclear how the Examiner could possibly believe that the VM interpreter "comprises" the "virtual machine language program" of Yach, as would be required for the rejection of claim 15 to be proper.

Moreover, as to Examiner's apparent suggestion that the "screen generation engine" limitation of claim is disclosed by the "byte code generator" of Yach (see Office action, page 7, line 8), the Applicant wishes to emphasize that the byte code generator is

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not resident at the client device of Yach. Rather, it is part of a wholly separate host device (see block 200 in FIG. 1 and the whole of FIG. 2, which sets forth a "more detailed schematic of the translation component 200 shown in FIG. 1" per Yach para. 0035).

Thus it is submitted that the Examiner has failed to demonstrate that all of the features of claim 15 are in fact disclosed in Yach. Accordingly, withdrawal of the rejection of this claim under 35 USC 102(e) is also requested.

Given that the independent claims distinguish over the cited art, the remaining claims, which depend from the independent claims, also distinguish over the art of record. Nevertheless, the Applicant offers the following specific comments regarding the Examiner's rejection of certain ones of these claims.

Claim 4 was rejected on the basis of Yach paragraph 0030. However, that paragraph pertains to an HTTP interface at the host device, not a wireless mobile device. Moreover, there is no express or inherent description in paragraph 0030 of any querying as to whether a pre-determined interface is included. The rejection of claim 4 is therefore wholly unfounded and is expressly traversed for that reason.

Claim 9 was rejected on the basis of Yach paragraph 0010. However, that very paragraph clearly states that Yach uses a programmatic language such as Java in place of a page rendering language such as HTML, HDML or WML. (see also para. 0008 in this regard). Thus the rejection is wholly unsupported and is expressly traversed for that reason.

Claim 13 was rejected on the basis of Yach paragraph 0034. That paragraph fails to expressly or inherently describe capturing a signature of a user. The rejection is therefore unfounded and is expressly traversed.

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Claim 18 was rejected on the basis of Yach paragraph 0020. That paragraph pertains to a translator component that is part of a host device, not a wireless mobile device (see "translation component 200" in Yach Fig. 1). The rejection is therefore unfounded and is expressly traversed.

Claim 20 was rejected on the basis of Yach paragraph 0036. That paragraph also pertains to a translator component that is part of the host device, not a wireless mobile device. Specifically, the identified components 220-240 form part of the "translation component 200" of Yach (see again Fig. 2, which illustrates the translation component 200 of Fig. 1 in detail). Accordingly paragraph 0036 is not relevant to any parsing that allegedly occurs at the client device of Yach. The rejection is therefore unfounded and is expressly traversed.

Claim 28 was rejected on the basis of Yach paragraphs 0007-0008. These paragraphs clearly state that Yach uses a programmatic language "as opposed to text with embedded tags" to represent web site page content. The rejection is therefore unfounded and is expressly traversed.

To the extent that any of the Examiner's rejections are maintained, the Examiner is requested to clearly indicate where in Yach each claim limitation is shown. References to only a paragraph number of Yach (without anything further) leave the Applicant guessing as to the exact grounds of each rejection, especially given that the referenced paragraphs in some case uses terminology that is wholly different from the claim language. Such rejections are prejudicial to the Applicant's rights, as the Applicant is forced to expend its limited opportunities for response simply for the purpose of clarifying the rejection.

The Applicant thanks the Examiner for the Examiner interview conducted on May 12, 2008. During the interview, the undersigned stated that Office Action failed to clearly indicate what in Yach purportedly disclosed the following three limitations of claim 1: (1) "a representation of a text file" (claim 1, line 3); (2) "virtual machine

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software" (claim 1, line 7); and (3) "software component separate from said virtual machine software" (claim 1, line 10).

The Examiner explained that limitation (1) is considered to be disclosed by whatever "WWW content" is ultimately received at the client device. As to limitation (2) ("virtual machine software"), the Examiner's position is understood to be that the "virtual machine" which executes virtual machine programs at the client device discloses this limitation. Regarding limitation (3) (i.e. "software component separate from said virtual machine software"), the Examiner suggested that the disclosure in Yach paragraph 0007 of "sub-components" shows this feature. It was not mutually agreed that all of these limitations are in fact shown in Yach "as set forth in the claim", as required.

The Applicant also presented its argument as to why the Examiner's reasoning in rejecting claim 15 is believed to be flawed.

Based on the foregoing, it is believed that the present application is in allowable form. Early favorable reconsideration of the application is therefore earnestly solicited.

Respectfully submitted,

  
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